

# EXHIBIT C

# BORRELLI & ASSOCIATES

P.L.L.C.

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## RETAINER AGREEMENT

JUDITH CUEVAS, [REDACTED] ("Client") and Borrelli & Associates, P.L.L.C. ("Firm"), agree to the following:

1. **Purpose.** To pursue a claim for damages arising out of Client's employment with Our Children First, Inc. and/or related entities/individuals by conducting any relevant necessary work in order to file a civil lawsuit and filing said lawsuit, if necessary, for unpaid wages and/or overtime violations and/or related claims. Firm is not obligated by this Agreement to prosecute any appeal or retrial on Client's behalf. Any additional claims or controversies will require the Client to enter into a new retainer agreement.

2. **Fees.** (A) The Firm will be entitled to a contingency fee of up to 40 % of the gross recovery of any settlement or award subject to, if applicable, court approval. If the Client agrees to a settlement structured over a period of time, the Firm will be entitled to any outstanding costs and legal fees prior to the Client receiving payments.

(B) **The Definition of Gross Recovery in this Agreement is:**

(i) **Cash or its Equivalent:** Ordinarily, the gross recovery will equal the total number of dollars of the settlement or award.

(ii) **Reinstatement and/or Non-Monetary Relief:** Should Firm achieve Client's reinstatement to employment or appointment to a different position, the Firm will be entitled to the applicable contingency percentage of the annual income anticipated to be earned within one year (including bonuses, commission, incentive payments, deferred compensation and employer contributions to any retirement plan or fund), whether or not the Client works a full year, or the Firm's billable hourly rates at the Firm's regular hourly rates. If other injunctive or declaratory relief is awarded or agreed to, the fee shall be calculated based upon the reasonable value of the relief. If Firm secures a no-contest to Client's application for unemployment compensation, that shall have a gross recovery value of \$6,317.50 (calculated by halving the average number of weeks and amount of unemployment (36.1 x \$350).

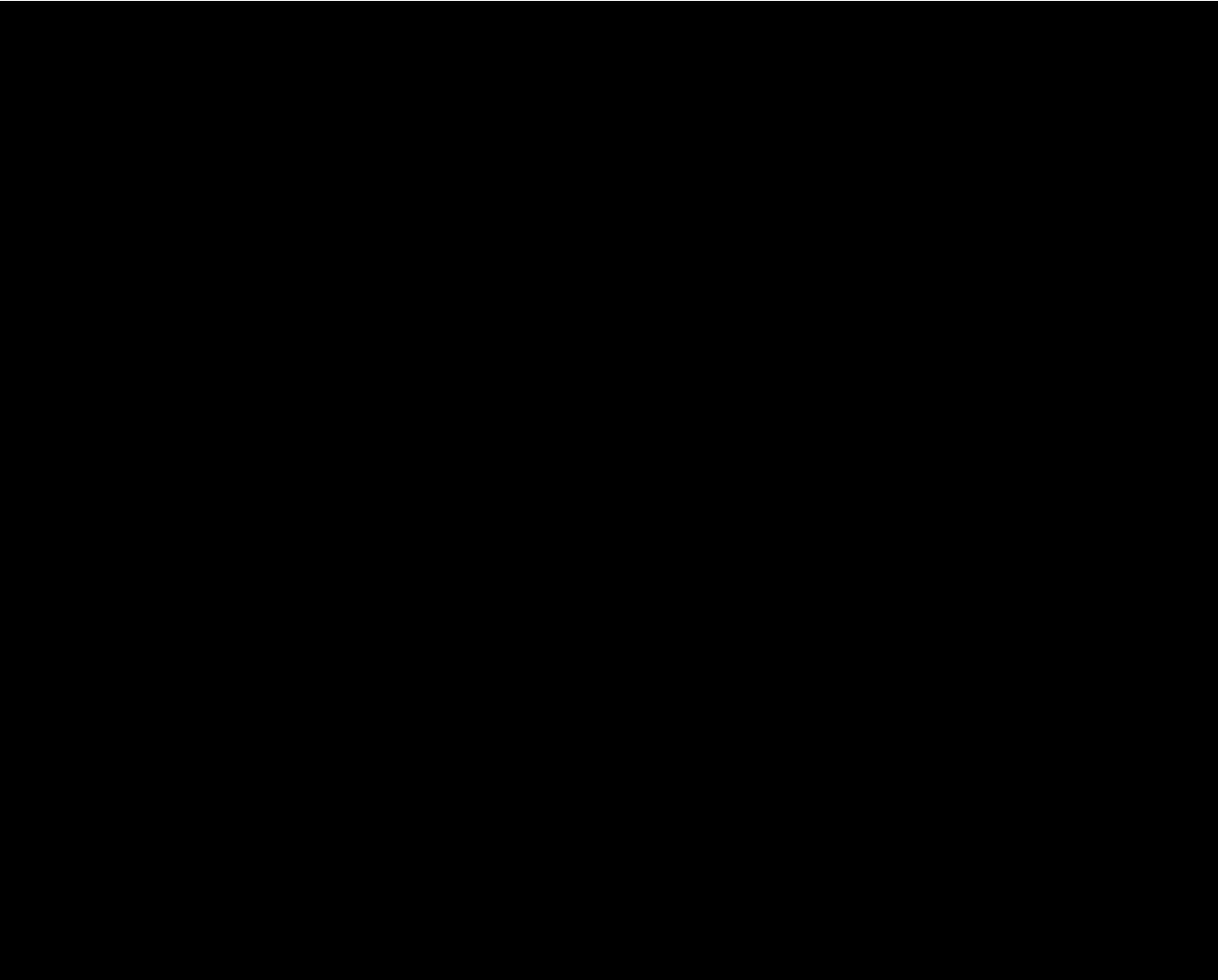
(C) The Firm will, if legally appropriate, move for an award of counsel fees for Client. Client assigns any attorney's fees awarded by the Court or designated attorney's fees as part of a settlement to the Firm. If attorneys' fees are negotiated as part of a settlement or are awarded by the Court, our fee will consist of outstanding costs plus the greater of: (1) the full amount of the attorneys' fees negotiated or awarded (which could result in a larger recovery for the Firm than the Client); or (2) the Firm may add the fees negotiated or

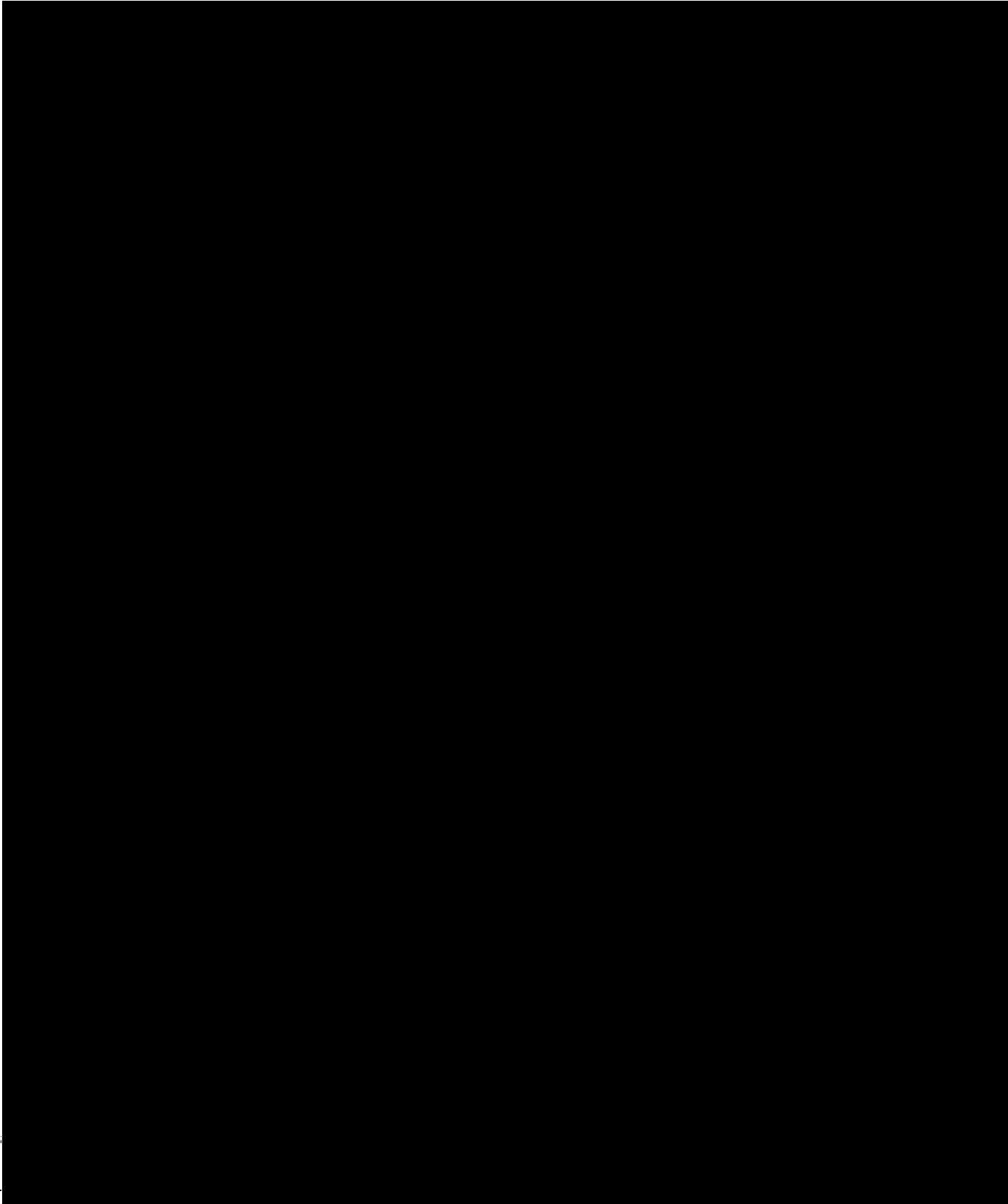
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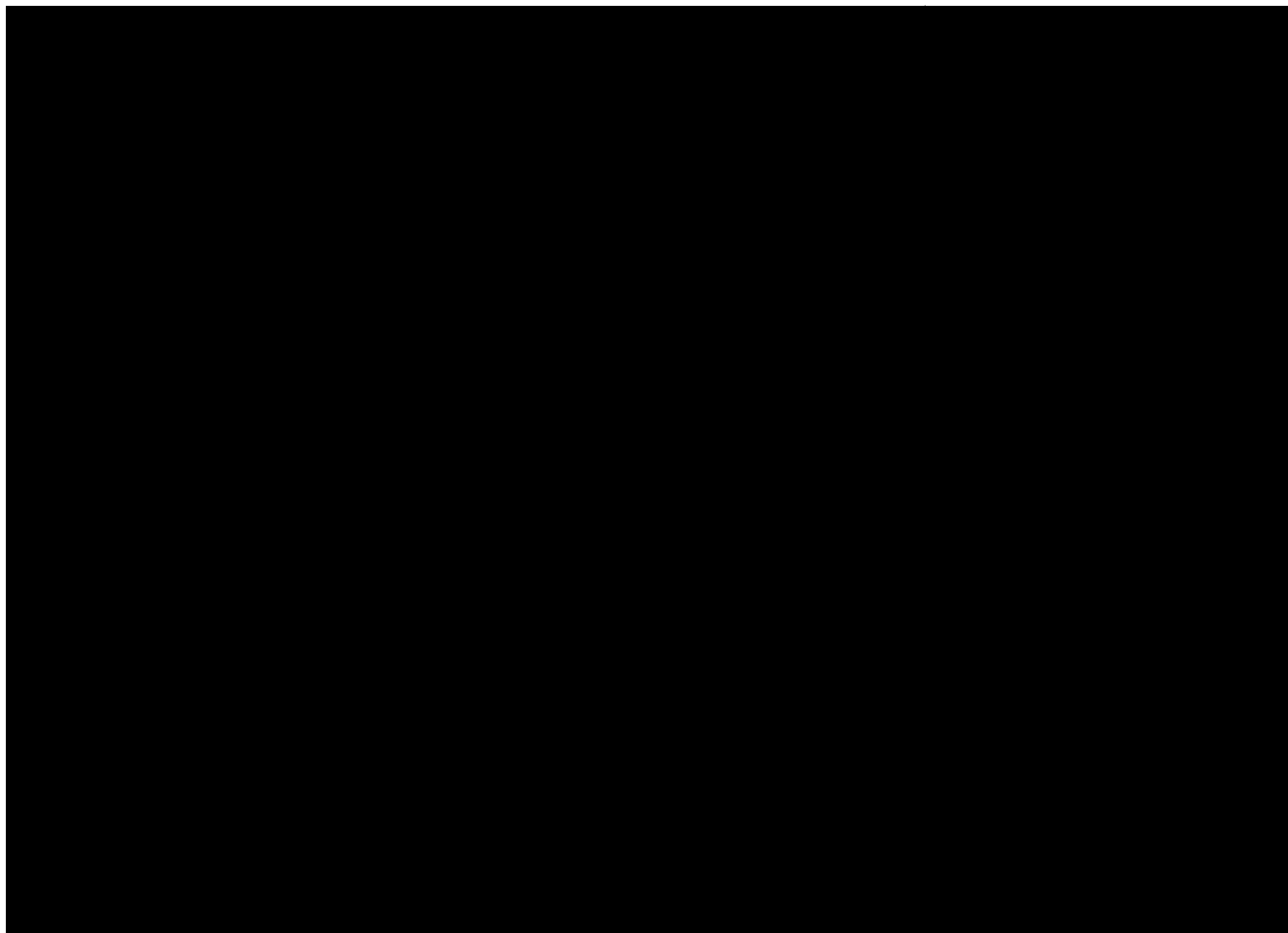
awarded to the gross recovery generating a total recovery and accept the contingency percentage of that total recovery.

3. Payment Options. Client has rejected the option of paying a non-contingent retainer.

4. Costs/Expenses. Firm shall advance expenses related to this matter. Such expenses may include but are not limited to fees for: court filings, deposition transcripts, appraisals, experts, legal research, travel, process servers, postage, investigation, telephone charges, photocopies, mileage, parking, messenger service, and all expenses reasonably related to the representation. If at the conclusion of the representation, there remain unpaid expenses; Client will pay those immediately. If such amounts are not paid immediately, Firm shall deduct said amount from the Client's portion of any settlement or award. Firm will not bear costs and expenses and the Client remains ultimately responsible for costs and expenses of Client's case.







Dated:

12/1/19  
Garden City, New York

MICHAEL J. BORRELLI, ESQ.

*Judith Cuevas*  
Client's Signature

Judith Cuevas  
Client's Name (Print)

